

CHAPMAN AND CUTLER

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1877-1943
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1879-1959

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Salt Lake City, Utah 84144
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May 9, 1994

0100216004

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 18775-E FILED 1425

MAY 9 - 1994 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

Re: Kansas City Power & Light Co. ("KCP&L")
Leveraged Lease Financing of Aluminum Gondola Cars
(Second Closing)

RECORDATION NO. 18775-D FILED 1425

MAY 9 - 1994 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two original copies of the two documents described below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed documents are as follows:

- (1) Lease Supplement and Amendment No. 2, dated May 9, 1994, between the Lessee and the Lessor; and
- (2) Security Agreement Supplement and Amendment No. 2, dated May 9, 1994, between the Debtor and the Security Trustee.

The names and addresses of the parties to the documents are as follows:

LEASE SUPPLEMENT AND AMENDMENT NO. 2

Lessee: Kansas City Power & Light Company
1201 Walnut Street
Kansas City, Missouri 64106-2124

Lessor: Shawmut Bank Connecticut,
National Association
777 Main Street
Hartford, Connecticut 06115

C O P Y

CHAPMAN AND CUTLER

Mr. Sidney L. Strickland, Jr., Secretary
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Page 2

SECURITY AGREEMENT SUPPLEMENT AND AMENDMENT NO. 2

Debtor: Shawmut Bank Connecticut,
National Association
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lease Supplement and Amendment No. 2 and Security Agreement Supplement and Amendment No. 2 provide, *inter alia*, for the Railcar Lease, dated as of April 15, 1994, and the Security Agreement-Trust Deed, dated as of April 15, 1994, to apply to the 285 New 120-Ton High Side Rotary Dump Aluminum Gondola Railcars bearing the road numbers set forth in Schedule 1 to Lease Supplement and Amendment No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement and Amendment No. 2 and Security Agreement Supplement and Amendment No. 2 is as set forth on Exhibit A hereto.

A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Mark A. Sternberg, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) LEASE SUPPLEMENT AND AMENDMENT NO. 2:

Lease Supplement and Amendment No. 2 between Shawmut Bank Connecticut, National Association, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and Kansas City Power & Light Company, as Lessee, 1201 Walnut Street, Kansas City, Missouri 64106-2124, dated May 9, 1994, covering 285 New 120-Ton High Side

C O P Y

CHAPMAN AND CUTLER

Mr. Sidney L. Strickland, Jr., Secretary

May 9, 1994

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Rotary Dump Aluminum Gondola Railcars bearing road numbers set forth in Schedule 1 to such Lease Supplement and Amendment No. 2, namely road numbers set forth in Exhibit A hereto. Lease Supplement and Amendment No. 2 is related to the Railcar Lease between the Lessor and the Lessee dated as of April 15, 1994.

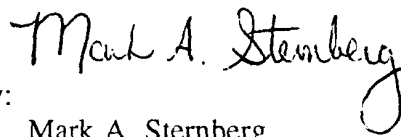
(2) SECURITY AGREEMENT SUPPLEMENT AND AMENDMENT NO. 2:

Security Agreement Supplement and Amendment No. 2 between Shawmut Bank Connecticut, National Association, as Debtor, 777 Main Street, Hartford, Connecticut 06115 and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 Market Street, Wilmington, Delaware 19890, dated May 9, 1994, securing the obligations of the Debtor and Kansas City Power & Light Company relating to 285 New 120-Ton High Side Rotary Dump Aluminum Gondola Railcars bearing road numbers set forth in Schedule 1 to such Security Agreement Supplement and Amendment No. 2, namely road numbers set forth in Exhibit A hereto. The Security Agreement Supplement and Amendment No. 2 is related to the Security Agreement-Trust Deed between the Debtor and the Security Trustee, dated as of April 15, 1994.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3784).

Sincerely,

CHAPMAN AND CUTLER

By: 
Mark A. Sternberg

MAS/cs
Enclosure

C O P Y

Law Offices of
CHAPMAN AND CUTLER

EXHIBIT A

UNITS

EQUIPMENT	QUANTITY	REPORTING MARKS
New Rotary Dump Railcars	285	KCLX 794002 KCLX 794015 through KCLX 794016, inclusive KCLX 794079 KCLX 794095 KCLX 794098 KCLX 794102 through KCLX 794250, inclusive KCLX 91121 through KCLX 91125, inclusive KCLX 394001 through KCLX 394125, inclusive

C O P Y

Interstate Commerce Commission
Washington, D.C. 20423

5/9/94

OFFICE OF THE SECRETARY

Mark A Sternberg, Esq
Chapman & Cutler
111 West Monroe
Chicago, Illinois 60603

Dear sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 5/9/94 at 10:50am , and assigned
recordation number(s). 18775-D & 18775-E

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2. In order to account for reoptimization adjustments to Fixed Rent, Stipulated Loss Value and Termination Value in accordance with Section 6(f) of the Lease, Lessor and Lessee hereby agree to the following:

(a) Exhibit C to the Lease is hereby amended and restated in its entirety to read as set forth in Attachment A attached hereto.

(b) Exhibit D to the Lease is hereby amended and restated in its entirety to read as set forth in Attachment B attached hereto.

(c) Schedule 2 to Lease Supplement No. 1 is hereby amended and restated in its entirety to read as set forth in Attachment C attached hereto.

(d) Interim Rent shall remain the same.

RECORDATION NO. 18775-28
FILED 1425

MAY 9 - 1994 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT AND AMENDMENT NO. 2

THIS LEASE SUPPLEMENT AND AMENDMENT NO. 2 dated May 9, 1994 between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee ("Lessor"), and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("Lessee"),

WITNESSETH:

A. LEASE SUPPLEMENT:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of April 15, 1994 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and accepted by the Lessee. Lessee represents that the Equipment is free and clear of all liens and encumbrances (except Permitted Encumbrances) and in a condition which in all respects is satisfactory to the Lessee and in compliance with the Lease.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Basic Term with respect thereto is the date of this Lease Supplement No. 2.

4. Lessee hereby certifies that such Purchase Price for the Equipment is \$12,369,000.

5. Interim Rent for the Equipment is payable in the amount set forth in Section 6(a) of the Lease on September 30, 1994. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

B. LEASE AMENDMENT:

1. Lessor and Lessee have heretofore entered into Lease Supplement No. 1 dated April 19, 1994 ("Lease Supplement No. 1") providing for the Lease to apply to the high side rotary dump aluminum gondola railcars bearing the road numbers set forth in Schedule 1 to Lease Supplement No. 1.

Counterpart No. 3 of 11.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY, a
Missouri corporation

By B. J. Beaudrin
Its Senior Vice President

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By _____
Its

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY, a
Missouri corporation

By _____
Its

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

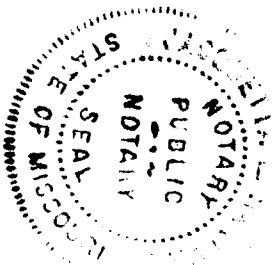
By *P. W. L. L.*
Its Corporate Trust Officer

STATE OF MISSOURI
COUNTY OF JACKSON

)
) SS
)

On this, the 4th day of May, 1994, before me, a Notary Public in and for said County and State, personally appeared B. J. BEAUDOIN, the Senior Vice President-Finance and Chief Financial Officer of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer of KANSAS CITY POWER & LIGHT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Jacquetta L. Hartman
Notary Public
My Commission Expires:
Residing in _____

JACQUETTA L. HARTMAN
NOTARY PUBLIC STATE OF MISSOURI
RAY COUNTY
MY COMMISSION EXP. APR. 8, 1996

STATE OF _____)
COUNTY OF _____)

SS

On this, the _____ day of May, 1994, before me, a Notary Public in and for said County and State, personally appeared _____, the _____

of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the ____ day of May, 1994, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer of KANSAS CITY POWER & LIGHT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

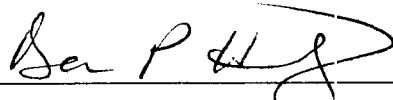
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this, the 14th day of May, 1994, before me, a Notary Public in and for said County and State, personally appeared Pablo de la Canal, the Corp. Trust Officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, who acknowledged himself to be a duly authorized officer of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: DAWN P. HEINTZ
Notary Public
My Commission Expires:
Residing in _____

DAWN P. HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

DESCRIPTION OF EQUIPMENT

The 285 Rotary Dump Gondola
Railcars Bearing the Following
Road Numbers

REPORTING MARKS

KCLX 91121 through
KCLX 91125, inclusive

KCLX 394001 through
KCLX 394125, inclusive

KCLX 794002

KCLX 794015 through
KCLX 794016, inclusive

KCLX 794079

KCLX 794095

KCLX 794098

KCLX 794102 through
KCLX 794250, inclusive

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

I. FIXED RENT

RENT INSTALLMENT
FOR THE ITEM OF EQUIPMENT
EQUAL TO PURCHASE PRICE OF THE
EQUIPMENT TIMES THE
FOLLOWING FIXED RENT FACTORS

RENT PAYMENT DATE	ARREARS	ADVANCE	TOTAL
09/30/94	0.00000000%	0.00000000%	0.00000000%
03/30/95	1.32004180%	1.32004180%	2.64008359%
09/30/95	4.39405447%	0.66002092%	5.05407539%
03/30/96	0.00000000%	2.55281779%	2.55281779%
09/30/96	3.82129940%	0.63820447%	4.45950387%
03/30/97	0.00000000%	2.48389111%	2.48389111%
09/30/97	3.91204258%	0.62097276%	4.53301535%
03/30/98	0.00000000%	2.40981525%	2.40981525%
09/30/98	4.00335009%	0.60245382%	4.60580392%
03/30/99	0.00000000%	2.33043028%	2.33043028%
09/30/99	4.10125406%	0.58260756%	4.68386161%
03/30/2000	0.00000000%	2.24535373%	2.24535373%
09/30/2000	4.20617682%	0.56133843%	4.76751525%
03/30/2001	0.00000000%	2.15417760%	2.15417760%
09/30/2001	4.31862212%	0.53854438%	4.85716650%
03/30/2002	1.54234839%	0.51411613%	2.05646452%
09/30/2002	4.43912917%	0.51411613%	4.95324530%
03/30/2003	0.00000000%	1.95174590%	1.95174590%
09/30/2003	4.56827608%	0.48793650%	5.05621258%
03/30/2004	0.00000000%	4.51350009%	4.51350009%
09/30/2004	2.03270152%	0.44260244%	2.47530396%
03/30/2005	0.00000000%	5.60959083%	5.60959083%
09/30/2005	2.54508502%	0.41003304%	2.95511806%
03/30/2006	0.00000000%	5.44048917%	5.44048917%
09/30/2006	2.74675608%	0.37965567%	3.12641175%
03/30/2007	0.00000000%	7.21864161%	7.21864161%
09/30/2007	0.99898101%	0.33299369%	1.33197470%
03/30/2008	0.00000000%	7.40169290%	7.40169290%
09/30/2008	0.86259175%	0.28753055%	1.15012230%
03/30/2009	0.00000000%	7.62264226%	7.62264226%
09/30/2009	0.68710553%	0.22903516%	0.91614069%
03/30/2010	0.00000000%	7.86966507%	7.86966507%
09/30/2010	0.49857806%	0.16619272%	0.66477078%
03/30/2011	0.00000000%	8.13504535%	8.13504535%
09/30/2011	0.29604028%	0.09868009%	0.39472037%
03/30/2012	0.00000000%	8.42014737%	8.42014737%
09/30/2012	0.07845088%	0.02615028%	0.10460115%
03/30/2013	0.00000000%	8.57112802%	8.57112802%
09/30/2013	0.00000000%	0.00000000%	0.00000000%
03/30/2014	0.00000000%	8.59727829%	8.59727829%
09/30/2014	0.00000000%	0.00000000%	0.00000000%
TOTALS	51.37288512%	104.94127917%	156.31416429%

II. STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE)
09/30/94	104.64257318%
03/30/95	107.55174562%
09/30/95	105.87457507%
03/30/96	108.89890217%
09/30/96	106.04099327%
03/30/97	108.66336843%
09/30/97	105.41109456%
03/30/98	107.73084083%
09/30/98	104.17956995%
03/30/99	106.27386180%
09/30/99	102.46988797%
03/30/2000	104.34502359%
09/30/2000	100.28161654%
03/30/2001	101.93240963%
09/30/2001	97.64068115%
03/30/2002	97.62412300%
09/30/2002	94.73889092%
03/30/2003	96.20163751%
09/30/2003	91.67961922%
03/30/2004	93.09248857%
09/30/2004	88.37301106%
03/30/2005	89.74624387%
09/30/2005	83.30765562%
03/30/2006	84.59236332%
09/30/2006	78.01079438%
03/30/2007	79.21050829%
09/30/2007	72.42395613%
03/30/2008	73.61286959%
09/30/2008	66.70639290%
03/30/2009	67.87695829%
09/30/2009	60.88469111%
03/30/2010	62.08684479%
09/30/2010	55.00522641%
03/30/2011	56.25466332%
09/30/2011	49.09097820%
03/30/2012	50.40563276%
09/30/2012	43.16871553%
03/30/2013	44.56889571%
09/30/2013	37.11939673%
03/30/2014	38.40970488%
09/30/2014	31.00000000%

SCHEDULE OF FIXED RENT

RENT INSTALLMENT
FOR THE ITEM OF EQUIPMENT
EQUAL TO PURCHASE PRICE OF THE
EQUIPMENT TIMES THE
FOLLOWING FIXED RENT FACTORS

RENT PAYMENT DATE	ARREARS	ADVANCE	TOTAL
09/30/94	0.00000000%	0.00000000%	0.00000000%
03/30/95	1.32004180%	1.32004180%	2.64008359%
09/30/95	4.39405447%	0.66002092%	5.05407539%
03/30/96	0.00000000%	2.55281779%	2.55281779%
09/30/96	3.82129940%	0.63820447%	4.45950387%
03/30/97	0.00000000%	2.48389111%	2.48389111%
09/30/97	3.91204258%	0.62097276%	4.53301535%
03/30/98	0.00000000%	2.40981525%	2.40981525%
09/30/98	4.00335009%	0.60245382%	4.60580392%
03/30/99	0.00000000%	2.33043028%	2.33043028%
09/30/99	4.10125406%	0.58260756%	4.68386161%
03/30/2000	0.00000000%	2.24535373%	2.24535373%
09/30/2000	4.20617682%	0.56133843%	4.76751525%
03/30/2001	0.00000000%	2.15417760%	2.15417760%
09/30/2001	4.31862212%	0.53854438%	4.85716650%
03/30/2002	1.54234839%	0.51411613%	2.05646452%
09/30/2002	4.43912917%	0.51411613%	4.95324530%
03/30/2003	0.00000000%	1.95174590%	1.95174590%
09/30/2003	4.56827608%	0.48793650%	5.05621258%
03/30/2004	0.00000000%	4.51350009%	4.51350009%
09/30/2004	2.03270152%	0.44260244%	2.47530396%
03/30/2005	0.00000000%	5.60959083%	5.60959083%
09/30/2005	2.54508502%	0.41003304%	2.95511806%
03/30/2006	0.00000000%	5.44048917%	5.44048917%
09/30/2006	2.74675608%	0.37965567%	3.12641175%
03/30/2007	0.00000000%	7.21864161%	7.21864161%
09/30/2007	0.99898101%	0.33299369%	1.33197470%
03/30/2008	0.00000000%	7.40169290%	7.40169290%
09/30/2008	0.86259175%	0.28753055%	1.15012230%
03/30/2009	0.00000000%	7.62264226%	7.62264226%
09/30/2009	0.68710553%	0.22903516%	0.91614069%
03/30/2010	0.00000000%	7.86966507%	7.86966507%
09/30/2010	0.49857806%	0.16619272%	0.66477078%
03/30/2011	0.00000000%	8.13504535%	8.13504535%
09/30/2011	0.29604028%	0.09868009%	0.39472037%
03/30/2012	0.00000000%	8.42014737%	8.42014737%
09/30/2012	0.07845088%	0.02615028%	0.10460115%
03/30/2013	0.00000000%	8.57112802%	8.57112802%
09/30/2013	0.00000000%	0.00000000%	0.00000000%
03/30/2014	0.00000000%	8.59727829%	8.59727829%
09/30/2014	0.00000000%	0.00000000%	0.00000000%
TOTALS	51.37288512%	104.94127917%	156.31416429%

**SCHEDULE OF STIPULATED LOSS AND
TERMINATION VALUE RATE FACTORS**

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE)
09/30/94	104.64257318%
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03/30/99	106.27386180%
09/30/99	102.46988797%
03/30/2000	104.34502359%
09/30/2000	100.28161654%
03/30/2001	101.93240963%
09/30/2001	97.64068115%
03/30/2002	97.62412300%
09/30/2002	94.73889092%
03/30/2003	96.20163751%
09/30/2003	91.67961922%
03/30/2004	93.09248857%
09/30/2004	88.37301106%
03/30/2005	89.74624387%
09/30/2005	83.30765562%
03/30/2006	84.59236332%
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03/30/2007	79.21050829%
09/30/2007	72.42395613%
03/30/2008	73.61286959%
09/30/2008	66.70639290%
03/30/2009	67.87695829%
09/30/2009	60.88469111%
03/30/2010	62.08684479%
09/30/2010	55.00522641%
03/30/2011	56.25466332%
09/30/2011	49.09097820%
03/30/2012	50.40563276%
09/30/2012	43.16871553%
03/30/2013	44.56889571%
09/30/2013	37.11939673%
03/30/2014	38.40970488%
09/30/2014	31.00000000%

ATTACHMENT B
(to Lease Supplement and Amendment No. 2)

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

I. FIXED RENT
RENT INSTALLMENT
FOR THE ITEM OF EQUIPMENT
EQUAL TO PURCHASE PRICE OF THE
EQUIPMENT TIMES THE
FOLLOWING FIXED RENT FACTORS

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03/30/96	0.00000000%	2.55281779%	2.55281779%
09/30/96	3.82129940%	0.63820447%	4.45950387%
03/30/97	0.00000000%	2.48389111%	2.48389111%
09/30/97	3.91204258%	0.62097276%	4.53301535%
03/30/98	0.00000000%	2.40981525%	2.40981525%
09/30/98	4.00335009%	0.60245382%	4.60580392%
03/30/99	0.00000000%	2.33043028%	2.33043028%
09/30/99	4.10125406%	0.58260756%	4.68386161%
03/30/2000	0.00000000%	2.24535373%	2.24535373%
09/30/2000	4.20617682%	0.56133843%	4.76751525%
03/30/2001	0.00000000%	2.15417760%	2.15417760%
09/30/2001	4.31862212%	0.53854438%	4.85716650%
03/30/2002	1.54234839%	0.51411613%	2.05646452%
09/30/2002	4.43912917%	0.51411613%	4.95324530%
03/30/2003	0.00000000%	1.95174590%	1.95174590%
09/30/2003	4.56827608%	0.48793650%	5.05621258%
03/30/2004	0.00000000%	4.51350009%	4.51350009%
09/30/2004	2.03270152%	0.44260244%	2.47530396%
03/30/2005	0.00000000%	5.60959083%	5.60959083%
09/30/2005	2.54508502%	0.41003304%	2.95511806%
03/30/2006	0.00000000%	5.44048917%	5.44048917%
09/30/2006	2.74675608%	0.37965567%	3.12641175%
03/30/2007	0.00000000%	7.21864161%	7.21864161%
09/30/2007	0.99898101%	0.33299369%	1.33197470%
03/30/2008	0.00000000%	7.40169290%	7.40169290%
09/30/2008	0.86259175%	0.28753055%	1.15012230%
03/30/2009	0.00000000%	7.62264226%	7.62264226%
09/30/2009	0.68710553%	0.22903516%	0.91614069%
03/30/2010	0.00000000%	7.86966507%	7.86966507%
09/30/2010	0.49857806%	0.16619272%	0.66477078%
03/30/2011	0.00000000%	8.13504535%	8.13504535%
09/30/2011	0.29604028%	0.09868009%	0.39472037%
03/30/2012	0.00000000%	8.42014737%	8.42014737%
09/30/2012	0.07845088%	0.02615028%	0.10460115%
03/30/2013	0.00000000%	8.57112802%	8.57112802%
09/30/2013	0.00000000%	0.00000000%	0.00000000%
03/30/2014	0.00000000%	8.59727829%	8.59727829%
09/30/2014	0.00000000%	0.00000000%	0.00000000%
TOTALS	51.37288512%	104.94127917%	156.31416429%

II. STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE)
09/30/94	104.64257318%
03/30/95	107.55174562%
09/30/95	105.87457507%
03/30/96	108.89890217%
09/30/96	106.04099317%
03/30/97	108.66336843%
09/30/97	105.41109456%
03/30/98	107.73084083%
09/30/98	104.17956995%
03/30/99	106.27386130%
09/30/99	102.46988797%
03/30/2000	104.34502359%
09/30/2000	100.28161654%
03/30/2001	101.93240953%
09/30/2001	97.64068115%
03/30/2002	97.62412300%
09/30/2002	94.73889092%
03/30/2003	96.20163751%
09/30/2003	91.67961922%
03/30/2004	93.09248857%
09/30/2004	88.37301106%
03/30/2005	89.74624387%
09/30/2005	83.30765562%
03/30/2006	84.59236532%
09/30/2006	78.01079438%
03/30/2007	79.21050829%
09/30/2007	72.42395613%
03/30/2008	73.61286959%
09/30/2008	66.70639290%
03/30/2009	67.87695329%
09/30/2009	60.88469111%
03/30/2010	62.08684479%
09/30/2010	55.00522541%
03/30/2011	56.25466332%
09/30/2011	49.09097820%
03/30/2012	50.40563276%
09/30/2012	43.16871553%
03/30/2013	44.56889571%
09/30/2013	37.11935673%
03/30/2014	38.40970488%
09/30/2014	31.00000000%